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CATHE GUERRA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CATHE GUERRA,)
Plaintiff,) Case No.
vs.)
SBC ADVANCED SOLUTIONS, INC., a)
Delaware Corporation; SEDGWICK CLAIMS)
MANAGEMENT SERVICES INC. An Illinois)
Corporation; and PLAN TRUSTEE;)
Defendants.) COMPLAINT FOR ERISA VIOLATION

1. This action arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et. seq. in which the court's jurisdiction is based upon 29 U.S.C. § 1132(e).
2. Plaintiff is a natural person currently residing in Dublin, California.
3. The defendant, SBC Advanced Solutions, Inc. (hereinafter SBC) is a Delaware corporation doing business in the Northern California.
4. The defendant, Sedgwick Claims Management Services Inc, (hereinafter Sedgwick) is an Illinois Corporation and is the administrator of the disability plan which covers plaintiff as an employee of SBC

1 5. The defendant, "Plan Trustee" (actual name could not be determined) is the trustee of the
2 disability plan which covers plaintiff as an employee of SBC.

3 4. Venue is proper pursuant to the provisions of 29 U.S.C. § 1132(e)(2).

5
6 FIRST CAUSE OF ACTION
(Violation of ERISA)

7 5. Plaintiff incorporates herein by reference paragraphs 1 to 4, supra.

8 6. At all times herein relevant, Defendant SBC was doing business providing telephone services.

9 7. Plaintiff was employed and continues to be employed by defendant _ as a Area
10 Manager—Program Management. She has over 33 years of employment. During the time period
11 February 10, 2006 to May 10, 2006, Plaintiff became disabled and unable to work.

12 8. There exists an expressed written policy agreement between Defendant SBC, and its employees
13 regarding short term disability (hereinafter STD) which states:

14
15 Each regular, term or temporary employee, full- or part-time, is
16 eligible for short-term disability benefits on his/her first day of
employment under the Plan. ...

17 There is nothing you need to do to enroll in the Disability Income
18 Plan. You automatically participate in the Plan on your first day of
employment.

19 ...

20 You are eligible to receive STD benefits beginning on the eighth
21 consecutive calendar day of an absence caused by an injury or illness.
22 This means that to receive STD benefits, you must complete a seven-
day waiting period of total and/or partial absence due to a disability.

23 9. The above-mentioned STD plan is applicable to Plaintiff.

24 10. Defendants' STD policy has been and continues to be an employee benefit plan established
25 by an employer engaged in commerce or in any industry or activity affecting commerce within the
26 meaning of 29 U.S.C. § 1003(a)(1).

1 11. Plaintiff was employed by defendant SBC , which is an employer engaged in interstate
2 commerce within the meaning of 29 U.S.C. § 1003(a) and which is responsible to Plaintiff pursuant
3 to the STD portion of the plan.

4 12. At all times material herein, defendant Sedgwick has been the administrator of the STD plan.

5 13. At all times material herein, defendant "Plan Trustee" was the trustee for the STD plan.

6 14. Plaintiff has fully complied with all the conditions in order to receive STD benefits under the
7 plan. Upon becoming disabled, Plaintiff timely requested payment of all benefits to which she was
8 entitled in accordance with the above-mentioned STD plan.

9 15. Defendant, Sedgwick, individually and as agent for SBC and/or the Plan Trustee, subsequently
10 informed plaintiff that she would not receive STD benefits during her period of disability.

12 16. The above-mentioned decision by Defendants, and each of them, which denied Plaintiff her
13 rights and benefits due her under the above-mentioned STD plan was arbitrary, illegal, capricious,
14 unreasonable, and not made in good faith and is a breach of Defendants' fiduciary duty which it
15 owned to Plaintiff.

16 17. As a direct and proximate result of the actions of the Defendants, Plaintiff has been caused to
17 incur attorney's fees and costs.

18 18. As a direct and proximate result of the actions of the Defendants, Plaintiff has sustained
19 damages in an amount equaling \$ 27,987.09, plus prejudgment interest.

20 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

- 22 1. Ordering Defendants to pay Plaintiff all benefits due under the STD plan.
- 23 2. Declaring all rights and benefits due Plaintiff are vested and non-forfeitable, or in the
24 alternative, to award Plaintiff a money judgment for all sums due and owing.
- 25 3. Awarding Plaintiff pre-judgment interest from Plaintiff's commencement of disability
26 until the date of the judgment.

4. Awarding Plaintiff attorney's fees, court costs, and all other reasonable costs incurred;

and

5. Granting Plaintiff such other and further relief as the court may deem proper.

Respectfully submitted,

Dated: Sept. 28, 2007

ASPELIN & BRIDGMAN LLP

John H. Aspelin, Esq.
Attorneys for Plaintiff,
CATHE GUERRA